

**Exhibit I**

## TRANSFER AND ASSUMPTION AGREEMENT

DATE OF EXECUTION OF TRANSFER AND ASSUMPTION AGREEMENT: \_\_\_\_\_

**TRANSFEROR:**

Wireless Retail, Inc  
8800 Chaparral, Suite 300  
Scottsdale AZ 85256

**TRANSFeree:**

SC Kiosks, Inc  
100 Throckmorton Street, Suite 1700  
Fort Worth, Tx 76102

**GE Capital: (GECC CORPORATE ENTITY)**

General Electric Capital Corporation  
16479 Dallas Parkway #300  
Addison TX 75001-2512

**PRESENT LOCATION OF PROPERTY:**

481 Airport Industrial Drive, Suite 110  
Southaven, Desoto County, MS 38671

**PROPERTY WILL BE KEPT AT:**

481 Airport Industrial Drive, Suite 110  
Southaven, Desoto County, MS 38671

**PROPERTY:** Three (3) 2003 Crown SP3220-30 stockpicker electric one stage mast forklift trucks, s/n 1A265785, 1A265786, 1A265787 with six (6) batteries s/n MBE705146, MBE705147, MBE705148, MBE705149, MBE705150, and MBE705183 and three (3) chargers s/n BF81934, BF81935, and BF81936. Two (2) 2003 Crown model RR5220-45 reach electric one stage mast forklift trucks, s/n 1A265984, 1A265985 with four (4) batteries, s/n MBF724487, MBF724488, MBF724489, and MBF724491 and two (2) chargers s/n BF81937 and BF81938. One (1) 2003 Crown Forklift, model RC3020-30, s/n 1A265502 with two (2) batteries, s/n RBD178694 and RBD178697 and one (1) charger, s/n BF81939. Two (2) 2003 Crown Electric pallet jack forklift trucks, model PE4000-60, s/n 6A206583 and 6A206584, with four (4) batteries, s/n MBE704630, MBE704631, MBE704632 and MBE704633 and 2 chargers, s/n BF81940 and BF81941, One (1) 2003 Crown electric Pallet Jack forklift, model WP2030-45 s/n 5A31667 battery accessories including five (5) battery stands with plastic drip pans, stainless steel roller wash station, recirculation/neutralization system, water deionizing system, water gun, protective kit, twenty gallon safety spillkit, shower eye wash and cable retractor

**TYPE OF CONTRACT:** Master Lease Agreement dated July 3, 2003 with equipment schedule dated November 13, 2003 including all related documents thereto

Schedule No .002 to Master Lease Agreement by and between General Electric Capital Corporation and Wireless Retail, Inc (and the Master Lease as it relates to that Schedule)

**CONTRACT DATED:** July 3, 2003

**GE Capital ACCOUNT #:** 4145183-002

This Agreement by and between Transferor and the Transferee of the interest in the Contract (as hereafter defined) of the Transferor,

**WITNESSETH THAT:**

**WHEREAS**, Transferor and GE Capital or GE Capital's predecessor-in-interest, entered into the Contract described above (hereinafter referred to as the "Contract" which defined term shall include any and all annexes, supplements and amendments thereto) with respect to certain chattels, goods, personalty, equipment and/or fixtures specified in said Contract (hereinafter referred to as the "Property");

**WHEREAS**, GE Capital is legal owner and holder of the Contract;

**WHEREAS**, Transferor wishes to sell and Transferee wishes to buy all and whatever interest Transferor has in and to the Contract and the Property and Transferee acknowledges that it has received a true and correct copy of the Contract;

**WHEREAS**, there are thirty-nine (39) unpaid rentals due under the Contract in the amount of \$3,805.98+tax per month, the next payment being due on August 15, 2004 and succeeding payments being due on the same date of each month thereafter, and any other amounts due thereunder (whether or not contingent, liquidated or matured);

**WHEREAS**, upon default in the payment of any amount due under, or in the performance of any provision of, the Contract, the Stipulated Loss Value set forth in the Contract may, at the option of GE Capital (and in addition to any other remedies available to GE Capital thereunder), become immediately due and payable; and

**WHEREAS**, the Contract provides that Transferor may not assign, sublease or dispose of the Property or any interest therein or in the Contract without the prior written consent of GE Capital

**NOW THEREFORE**, the parties hereto agree as follows:

1 In consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Transferor hereby and by these presents does grant and convey unto Transferee, his or its heirs, executors, administrators, successors and assigns, all of Transferor's right, title and interest in and to the Contract and Property, to have and to hold the same unto Transferee, his or its heirs, executors, administrators, successors and assigns forever, subject, however, to the Contract and all the terms, conditions and provisions thereof, and upon the condition that the appended Form of Consent to such sale is executed and delivered by GE Capital. In addition, Transferee agrees to assume all obligations of Transferor to GE Capital under the Contract as the same may be set forth in the Contract

2 To induce GE Capital to execute and deliver the appended Form of Consent to such sale and in consideration of its so doing, Transferee hereby promises to perform all of the duties and obligations of Transferor under the Contract and pay the installments remaining unpaid as above stated to GE Capital, its successors and assigns. Transferee hereby unconditionally assumes, becomes a party to and agrees to perform and pay the Contract as though Transferee were to all intents and purposes the lessee named in the Contract. Transferee agrees not to assert against GE Capital any defense, setoff, recoupment, claim or counterclaim which he or it might have against Transferor arising from the aforesaid sale. Transferor and Transferee hereby waive and discharge any defense or claim each or both may have against GE Capital arising from or in relation to the Contract, this Agreement, or the Property. Upon complete execution of this Agreement and the appended Form of Consent, Transferor and any of its Guarantors are hereby released from all of their respective obligations under the Contract and any Guaranties related thereto

3 Transferee will not sell, rent, transfer, encumber or dispose of any or all of the property without the written consent of GE Capital, its successors or assigns

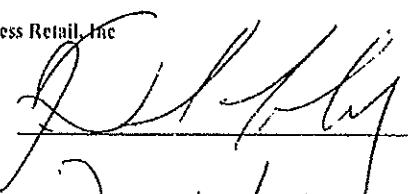
4 Transferee acknowledges that it has received and reviewed a true and complete copy of the Contract prior to the execution and delivery of this Agreement

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed the day above written

TRANSFEROR:

Wireless Retail, Inc.

By

  
\_\_\_\_\_  
Title: David J. Clegg

TRANSFeree:

SC Kiosks, Inc.

By

  
\_\_\_\_\_  
Title: Vice Pres. & Asst. Secretary

**FORM OF CONSENT**

The undersigned, GE Capital mentioned in the attached Agreement, hereby accepts and consents to the foregoing Transfer and Assumption Agreement this  
20<sup>th</sup> day of September, 2004 at 4145183-002

General Electric Capital Corporation

BY Jay S. Taylor

Title: ch. Risk Analyst